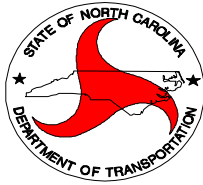


STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION



DIVISION 6 DISTRICT I & II

CONTRACT PROPOSAL
SMALL BUSINESS ENTERPRISE

WORK ORDER NUMBERS: , 6B.204314.3, 6B.102614.0, 6B.202614.2
6B.107814.1, 6B.207814.1, 6B.104314.1

ROUTE: **Various**

COUNTY: **Robeson, Harnett and Cumberland**

DESCRIPTION: **Shrubbing Bridges, Culverts and Pipes**

BID OPENING: **Wednesday, December 5, 2012 @ 10:00AM**

NOTICE:

ALL BIDDERS SHALL COMPLY WITH ALL APPLICABLE LAWS REGULATING THE PRACTICE OF GENERAL CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA WHICH REQUIRES THE BIDDER TO BE LICENSED BY THE N.C. LICENSING BOARD FOR CONTRACTORS WHEN BIDDING ON ANY NON-FEDERAL AID PROJECT WHERE THE BID IS \$50,000 OR MORE, EXCEPT FOR CERTAIN SPECIALTY WORK AS DETERMINED BY THE LICENSING BOARD OR SBE PROJECT. BIDDERS SHALL ALSO COMPLY WITH ALL OTHER APPLICABLE LAWS REGULATING THE PRACTICES OF ELECTRICAL, PLUMBING, HEATING AND AIR CONDITIONING AND REFRIGERATION CONTRACTING AS CONTAINED IN CHAPTER 87 OF THE GENERAL STATUTES OF NORTH CAROLINA.

NAME OF BIDDER

N.C. CONTRACTOR'S LICENSE NUMBER

ADDRESS OF BIDDER

RETURN BIDS TO:

Mr. Tom Hay, Proposal Engineer
NCDOT – Division 6
P. O. Box 1150
Fayetteville, North Carolina 28302

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INSTRUCTIONS TO BIDDERS

**PLEASE READ ALL INSTRUCTIONS CAREFULLY
BEFORE PREPARING AND SUBMITTING YOUR BID.**

All bids shall be prepared and submitted in accordance with the following requirements. Failure to comply with any requirement shall cause the bid to be considered irregular and shall be grounds for rejection of the bid.

1. The bid sheet furnished by NCDOT with the proposal shall be used and shall not be altered in any manner.
“DO NOT SEPARATE THE BID SHEET FROM THE PROPOSAL!”
2. All entries on the bid sheet, including signatures, shall be written in ink.
3. The Bidder shall submit a unit price for every item on the bid form. The unit prices for the various contract items shall be written in figures.
4. An amount bid shall be entered on the bid sheet for every item. The amount bid for each item shall be determined by multiplying each unit bid by the quantity for that item, and shall be written in figures in the "Amount Bid" column of the sheet
5. The total amount bid shall be written in figures in the proper place on the bid sheet. The total amount shall be determined by adding the amounts bid for each item.
6. Changes in any entry shall be made by marking through the entry in ink and making the correct entry adjacent thereto in ink. A representative of the Bidder shall initial the change in ink.
7. The bid shall be properly executed. All bids shall show the following information:
 - a. Name of individual, firm, corporation, partnership, or joint venture submitting bid.
 - b. Name of individual or representative submitting bid and position or title.
 - c. Name, signature, and position or title of witness.
 - d. Federal Identification Number
 - e. Contractor's License Number
- 8 **Bids submitted by corporations shall bear the seal of the corporation on the W-9, SBE Certification, and the Bid forms.**
9. The bid shall not contain any unauthorized additions, deletions, or conditional bids.
10. The bidder shall not add any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
11. **THE PROPOSAL WITH THE BID SHEET STILL ATTACHED SHALL BE PLACED IN A SEALED ENVELOPE AND SHALL HAVE BEEN DELIVERED TO AND RECEIVED IN THE DIVISION ENGINEER'S OFFICE AT P. O. BOX 1150, 558 GILLESPIE STREET, FAYETTEVILLE, NORTH CAROLINA 28302 BY 10:00 AM ON WEDNESDAY, DECEMBER 5, 2012.**
12. The sealed bid must display the following statement on the front of the sealed envelope:
“SBE – Bridge Culvert, and Pipe Shrubbing / Robeson, Harnett, and Cumberland “
13. If delivered by mail, the sealed envelope shall be placed in another sealed envelope and the outer envelope shall be addressed as follows:
**MR. TOM HAY, PROPOSAL ENGINEER
NCDOT – DIVISION SIX
P.O. BOX 1150
FAYETTEVILLE, NORTH CAROLINA 28302**

AWARD OF CONTRACT

The award of the contract, if it be awarded, will be made to the lowest responsible Bidder in accordance with Section 102 (*excluding 102-2 and 102-11*) of the Standard Specifications for Roads and Structures 2012. The lowest responsible will be notified that his bid has been accepted and that he has been awarded the contract. NCDOT reserves the right to reject all bids.

DIVISION CONTRACT

General Provisions

GENERAL

This contract is for Bridge, Pipe and Guardrail Shrubbing on selected bridges, culverts and pipes in Robeson, Harnett, and Cumberland County.

All work and materials shall be in accordance with the provisions of the General Guidelines of this contract, the Project Special Provisions, the North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, the North Carolina Department of Transportation Roadway Standards Drawings, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD) or as directed by the Engineer.

The Contractor shall keep himself fully informed of all Federal, State and local laws, ordinances, and regulations, and shall comply with the provisions of Section 107 of the Standard Specifications.

STANDARD SPECIAL PROVISION

AVAILABILITY OF FUNDS – CONTRACT TERMINATION

(05-20-08)

General Statute 143C-6-11. (h) Highway Appropriation is hereby incorporated verbatim in this contract as follows:

Z-2

(h) Amounts Encumbered. – Transportation project appropriations may be encumbered in the amount of allotments made to the Department of Transportation by the Director for the estimated payments for transportation project contract work to be performed in the appropriation fiscal year. The allotments shall be multiyear allotments and shall be based on estimated revenues and shall be subject to the maximum contract authority contained in *General Statute 143C-6-11(c)*. Payment for transportation project work performed pursuant to contract in any fiscal year other than the current fiscal year is subject to appropriations by the General Assembly. Transportation project contracts shall contain a schedule of estimated completion progress, and any acceleration of this progress shall be subject to the approval of the Department of Transportation provided funds are available. The State reserves the right to terminate or suspend any transportation project contract, and any transportation project contract shall be so terminated or suspended if funds will not be available for payment of the work to be performed during that fiscal year pursuant to the contract. In the event of termination of any contract, the contractor shall be given a written notice of termination at least 60 days before completion of scheduled work for which funds are available. In the event of termination, the contractor shall be paid for the work already performed in accordance with the contract specifications.

Payment will be made on any contract terminated pursuant to the special provision in accordance with Article 108-13(E), of the *North Carolina Department of Transportation Standard Specifications for Roads and Structures*, dated July 1, 2012.

CONTRACT TIMES AND LIQUIDATED DAMAGES

The date of availability for this contract is the date of Purchase Order Issuance. At the option of the Department, this contract may be extended for two additional periods of one year each. The unit prices will be increased by five (5) per cent for each one year extension. No changes in the terms, conditions, etc. of this contract will be made when an extension to the contract is implemented. The Engineer will notify the Contractor in writing by October 1st if the contract may be extended. The Contractor must notify the Engineer in writing within 15 calendar days of his/her acceptance or rejection of this offer. Failure on the part of the Contractor to reply will be considered as a rejection of the contract extension. However, the contract may be nullified by either party within thirty days of providing written notification to the other party.

The completion date for this project is (6) Six Months from the date of Purchase Order Issuance. No extensions will be authorized except as approved by the Engineer.

Liquidated damages for this contract are One Hundred Dollars (\$100.00) per calendar day.

The Contractor's operations are restricted to daylight hours. No work may be performed on Saturdays, Sundays and Legal State holidays. Work shall only be performed when weather and visibility conditions allow safe operations.

DIVISION CONTACTS

The Bridge Maintenance contact will be Mr. Darren K Pittman Bridge Engineer
(910) 829-6345.

AUTHORITY OF THE ENGINEER

The Engineer for this project shall be the Division Engineer, Division 6, Division of Highways, North Carolina Department of Transportation, acting directly or through his duly authorized representatives. The Engineer will decide all questions which may arise as to the quality and acceptability of work performed and as to the rate of progress of the work; all questions which may arise as to the interpretation of the contract; and all questions as to the acceptable fulfillment of the contract on the part of the Contractor. His decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders as the Contractor fails to carry out promptly.

INSPECTION

All work shall be subject to inspection by the Engineer at any time. Routinely, the Engineer will make periodic inspections of the completed work. It will be the responsibility of the Contractor to keep the Engineer informed of his proposed work plan and to submit written reports of work accomplished on a frequency to be determined by the Engineer. A NCDOT Inspector will accompany the contractor to assure quality control and record data for all measured areas.

BANKRUPTCY

The Department of Transportation, at its option, may terminate the contract upon filing by the Contractor of any petition for protection under the provisions of the Federal Bankruptcy Act.

TEMPORARY SUSPENSION OF WORK

In accordance with Article 108-7 of the Standard Specifications, the Engineer will have the authority to suspend the work wholly or in part, any written order for such periods as he may deem necessary for any of the following reasons.

1. Conditions considered unfavorable for the suitable prosecution of the work, or
2. The Contractor's failure for correct conditions unsafe for workmen or the general public, or
3. The Contractor has not carried out orders given to him by the Engineer, or
4. The Contractor's failure to perform any provisions of the contract.

No extension of the completion date will be allowed for the above suspensions except as may be provided for in Article 108-10

SAFETY AND ACCIDENT PROTECTION

In accordance with Article 107-22 of the Standard Specifications, the Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

POSTED WEIGHT LIMITS

The Contractor's attention is directed to the fact that many primary and secondary roads and bridges are posted with weight limits less than the legal limit. The Contractor will not be allowed to exceed the posted weight limits in transporting materials or equipment to the project. The Contractor should make a thorough examination of all maps and haul routes on this project.

SUBLETTING OF CONTRACT

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of this contract or any portion thereof; or his right, title, or interest therein; without written consent of the Engineer. Subletting of this contract or any portion of the contract shall conform to the requirements of Article of 108-6 of the Standard Specifications.

CLAIMS FOR ADDITIONAL COMPENSATION OR EXTENSION OF TIME

Any claims for additional compensation and/or extensions of the completion date shall be submitted to the Division Engineer with detailed justification within thirty (30) days after receipt of the final invoice payment. The failure of the Contractor to submit the claim(s) within thirty days shall be a bar to recovery.

INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the North Carolina Department of Transportation, its officers and employees from any claim, demand, suit, liability, judgment and expense (including attorney's fees and other costs of litigation) arising out of or relating to injury, disease, or death of persons or damage to or loss of property resulting from or in connection with the negligent performance of this contract by the Contractor, its agents, employees, and subcontractors or any one for whom the Contractor may be responsible. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor shall indemnify and hold harmless the Department of Transportation from any claim, demand, suit, liability, judgment, and expense involving damage or loss to the Contractor's equipment (including vandalism, theft, fire, and acts of God) arising out of or relating to work performed under this agreement. The obligations, indemnities and liabilities assumed by the Contractor under this paragraph shall not extend to any liability caused by the negligence of the Department of Transportation or its employees. The Contractor's liability shall not be limited by any provisions or limits of insurance set forth in this contract.

The Contractor further agrees to indemnify the Department of Transportation for any damages to the roadway, highway signs, highway equipment and other property owned or in possession of the Department of Transportation, brought about by reason of the negligent operation of the equipment. The Contractor further agrees to indemnify and save harmless the Department of Transportation, its officers and employees from any claims or amounts recovered by any of the Contractor's employees under the Workmen's Compensation Act.

TRAFFIC CONTROL AND WORK ZONE SAFETY

The Contractor shall maintain traffic during construction and provide, install, and maintain all traffic control devices in accordance with these project guidelines, the Project Special Provisions, North Carolina Department of Transportation Standard Specifications for Roads and Structures 2012, and the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall utilize complete and proper traffic controls and traffic control devices during all operations. All traffic control and traffic control devices required for any operation shall be functional and in place prior to the commencement of that operation. Signs for temporary operations shall be removed during periods of inactivity. The Contractor is required to leave the project in a manner that will be safe to the traveling public and which will not impede motorists.

Traffic movements through lane closures on roads with two way traffic shall be controlled by flaggers stationed at each end of the work zone. In situations where sight distance is limited, the Contractor shall provide additional means of controlling traffic, including, but not limited to, two-way radios, pilot vehicles, or additional flaggers. Flaggers shall be competent personnel, adequately trained in flagging procedures, and furnished with proper safety devices and equipment, including, but not limited to, safety vests and stop/slow paddles.

All personnel when working in traffic areas or areas in close proximity to traffic shall wear an approved safety vest, or shirt or jacket which meets the color requirements of the Manual of Uniform Traffic Control Devices (MUTCD).

The Contractor shall comply with all applicable Federal, State, and local laws, ordinances, and regulations governing safety, health, and sanitation, and shall provide all safeguards, safety devices, and protective equipment, and shall take any other needed actions, on his own responsibility that are reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by the contract.

Failure to comply with any of the requirements for safety and traffic control of this contract shall result in suspension of work as provided in subarticle 108-7(2) of the Standard Specifications.

All contractor personnel will be required to wear a Class II ANSI approved safety vest while working within the NCDOT Right of Way.

CONFORMITY WITH THE CONTRACT

The presence of the engineer or an inspector at the work site shall in no way lessen the contractor's responsibility for conformity with the provisions of this contract. Should the engineer or inspector fail to point out work that does not conform with the plans and specifications, whether from lack of discovery or for any other reason, it shall in no way prevent later rejection or correction to the unsatisfactory work when discovered. The contractor shall have no claim for losses suffered due to any necessary removals or repairs resulting from unsatisfactory work.

UTILITY CONFLICTS

It shall be the responsibility of the Contractor to contact all affected utility owners and determine the precise locations of all utilities prior to beginning construction. Utility owners shall be contacted a minimum of 48 hours prior to the commencement of operations. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. In the event that any utility service is interrupted, the Contractor shall notify the utility owner immediately and shall cooperate with the owner, or his representative, in the restoration of service in the shortest time possible. Existing fire hydrants shall be kept accessible to fire departments at all times.

The Contractor shall adhere to all applicable regulations and follow accepted safety procedures when working in the vicinity of utilities in order to insure the safety of construction personnel and the public.

CONTRACT PAYMENT AND PERFORMANCE BOND

A performance bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the faithful performance of the contract in accordance with specifications and conditions of the contract is required for contracts of \$500,000 or more. Such bond shall be solely for the protection of the North Carolina Department of Transportation and the State of North Carolina.

A payment bond in the amount of one hundred percent (100%) of the contract amount, conditioned upon the prompt payment for all labor or materials for which the Contractor, or his subcontractors, are liable is required for contracts of \$500,000 or more.. The payment bond shall be solely for the protection of persons or firms furnishing materials or performing labor for this contract for which the Contractor is liable.

DEFAULT OF CONTRACT

The Department of Transportation shall have the right to declare default of contract for breach by the Contractor of any material term or condition of the contract. Default of contract shall be in accordance with the terms, conditions, and procedures of Article 108-9 of the Standard Specifications.

LIABILITY INSURANCE

(11-18-08)

SP1G80

The Contractor shall be liable for any losses resulting from a breach of the terms of this contract. The Contractor shall be liable for any losses due to the negligence or willful misconduct of its agents, assigns and employees including any sub-contractors which causes damage to others for which the Department is found liable under the Torts Claims Act, or in the General Courts of Justice, provided the Department provides prompt notice to the Contractor and that the Contractor has an opportunity to defend against such claims. The Contractor shall not be responsible for punitive damages.

The Contractor shall at its sole cost and expense obtain and furnish to the Department an original standard ACORD form certificate of insurance evidencing commercial general liability with a limit for bodily injury and property damage in the amount of \$5,000,000.00 per occurrence and general aggregate, covering the Contractor from claims or damages for bodily injury, personal injury, or for property damages which may arise from operating under the contract by the employees and agents of the Contractor. The required limit of insurance may be obtained by a single general liability policy or the combination of a general liability and excess liability or umbrella policy. The State of North Carolina shall be named as an additional insured on this commercial general liability policy. The policy may contain the following language as relates to the State as an additional insured: "This insurance with respect to the additional insured applies only to the extent that the additional insured is held liable for your or your agent's acts or omissions arising out of and in the course of operations performed for the additional insured."

The Contractor shall maintain all legally required insurance coverage, including without limitation, worker's compensation and vehicle liability, in the amounts required by law. Providing and maintaining adequate insurance coverage is a material obligation of the contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Contractor shall at all times comply with the terms of such insurance policies.

Upon execution of the contract, provide evidence of the above insurance requirements to the Engineer.

SUPERVISION BY CONTRACTOR

At all times during the life of the project the Contractor shall provide one permanent employee who shall have the authority and capability for overall responsibility of the project and who shall be personally available at the work site within 24 hours notice. Such employee shall be fully authorized to conduct all business with the subcontractors, to negotiate and execute all supplemental agreements, and to execute the orders or directions of the Engineer.

At all times that work is actually being performed, the Contractor shall have present on the project one competent individual who is authorized to act in a supervisory capacity over all work on the project, including work subcontracted. The individual who has been so authorized shall be experienced in the type of work being performed and shall be fully capable of managing, directing, and coordinating the work; of reading and thoroughly understanding the contract; and receiving and carrying out directions from the Engineer or his authorized representatives. He shall be an employee of the Contractor unless otherwise approved by the Engineer.

The Contractor may, at his option, designate one employee to meet the requirements of both positions. However, whenever the designated employee is absent from the work site, an authorized individual qualified to act in a supervisory capacity on the project shall be present.

PAYMENT AND RETAINAGE

The Contractor may submit a request for partial payment on a monthly basis, or other interval as approved by the Engineer. The amount of partial payments will be based on the work accomplished and accepted as the last day of the approved pay period. All requests for payment shall be made on the form furnished to the Contractor by the Department of Transportation. The form shall be completely and legibly filled out with all appropriate information supplied and shall be signed by an authorized representative of the Contractor. Minority Business (MB) and Women's Business (WB) participation shall be listed in the appropriate spaces on all requests for payment. If there is no participation the word "None" or the figure "0" shall be entered. An amount equal to five percent (5%) of the total amount due on the partial pay estimate will be deducted and retained until after the final inspection. One hundred percent (100%) payment shall be made after successful completion of the work as verified by the final inspection.

Invoices shall be submitted to the following:

**N.C. Department of Transportation
Division 6 – Bridge Maint.
ATTENTION: Darren Pittman
P.O. Box 1150
Fayetteville, N.C. 28302**

DIVISION CONTRACT

Special Provisions

PRE-BID CONFERENCE

MANDATORY PRE-BID CONFERENCE

All prospective Bidders shall attend a Mandatory Pre-Bid Conference at the location indicated below. This conference will be conducted by Department personnel for the purpose of providing additional information about the project and to give Bidders an opportunity to ask any questions they may have. Only bids received from Bidders who have attended and properly registered at the Pre-Bid Conference will be considered.

No questions concerning the project will be answered by any Department personnel at any time except at the Pre-Bid Conference.

Attendance at the Pre-Bid Conference will not meet the requirements of proper registration unless the individual attending has registered at the Conference in accordance with the following:

1. The individual signs his or her name on the official roster;
2. The individual writes in the name and address of the company he or she represents; and
3. Only one company is shown as being represented by the individual attending

Bidders are to meet for the Pre-Bid Conference at 11:00AM, Thursday, November 29, 2012. The Pre-Bid Conference will be held at the NC Department of Transportation, Fayetteville Road Maintenance Conference Room, 549 Transportation Drive, Fayetteville, NC 28301.

SMALL BUSINESS ENTERPRISE PROGRAM

Bids are being solicited for this project under the provisions of the NCDOT Small Business Enterprise Program.

Your firm does not have to be formally identified as a minority, woman or disabled business to qualify for this Program, but you must have had an annual income of \$1,500,000 or less for the previous calendar year.

Under the provisions of this program, a NC General Contractor's License is not required.

Under the provisions of this Program, contract payment and contract performance bonds are not required.

Under the provisions of this Program, your firm is required to be certified with the Contractual Services Unit prior to bidding on this contract. The Department of Transportation will assume no responsibility for any delays caused prior to the date of availability by any reason whatsoever, and such delays, if any, will not constitute a valid reason for extending the completion date.

INTERPRETATION OF QUANTITIES IN PROPOSAL FORM

The quantities appearing in the proposal form are approximate only and are to be used for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of the various items that are completed and accepted in accordance with the terms of the contract.

PROSECUTION AND PROGRESS

The Contractor shall pursue the work diligently with workmen in sufficient numbers, abilities, and supervision, and with equipment, materials, and methods of construction as may be required to complete the work described in the contract by the completion date and in accordance with Section 108 of the Standard Specifications.

SCOPE OF WORK SHRUBBING

The normal area to be cut around each bridge, culvert, and pipe site will be measured as twenty (20) feet left/right from the outer limits of the bridge, culvert, and pipe and twenty (20) feet back/ahead from the outer limits and down to water line or roadway of each bridge, culvert, and pipe. (See Detail Included in this Contract)

The contractor shall cut all vegetation up to six (6) inches in diameter and to a maximum height of four (4) inches and shall remove all debris or shall chip all heavy brush and spread the shavings. All limbs/branches within the described area will also be required to be cut up six (6) inches in diameter. When guardrail is on project each guardrail shall be shrubbed if applicable up to the 300' from the structure. Shrub in front of guardrail to edge of pavement and behind guardrail to shoulder break.

Basis of payment for "Bridge/Pipe Shrugging will be the contract unit price per each.

Landscaped areas and additional perimeter cutting around bridges will be cut as directed by the NCDOT Engineer. The contractor shall cut all vegetation up to six (6) inches in diameter and to a maximum height of four (4) inches and shall remove or chip all debris. All limbs/branches within the described area will also be required to be cut up to six (6) inches in diameter. This will include any areas directed to be cut by the Engineer that goes beyond the scope of the listed structures on this contract, such as additional perimeter cutting or guardrail that extends over 300' from the end of the structure. The first 300' of guardrail is considered as part of the structure. Additional guardrail shrugging and additional perimeter cutting will be considered "Landscape Area" and will be measured and paid under "Landscape Shrugging" per acre.

Basis of payment for "Landscape Shrugging" will be the contract unit price per acre.

Bridge maps may be obtained from our web site at:

http://www.ncdot.org/doh/operations/dp_chief_eng/maintenance/bridge/

The contractor must park all equipment a minimum of five (5) feet from the edge of pavement and display a highly visible amber light on top of each vehicle for safety.

The Contractor will notify the designated County Bridge Maintenance Supervisor Mr Timmy Everette @ 910-618-5542 for Robeson, and Mr. Kenny Covington @ 910-829-6345 for Harnett and Cumberland County) at the beginning of each workweek of his intended schedule of work. This will allow the supervisor to schedule his inspections accordingly.

COOPERATION WITH STATE FORCES AND OTHER CONTRACTORS

This contract is for shrubbing bridges culverts, and pipes. The Contractor must cooperate with State forces and other Contractors working within the limits of this project as directed by the Engineer.

PRESERVATION OF PROPERTY

The Contractor shall exercise care to avoid damage to all public and private property and facilities. Any damage to properties, such as, but not limited to, mailboxes, fences, gates, vehicles, driveways, etc. shall immediately be restored to the previously existing condition by the contractor. No payment will be made to the Contractor for such restorative work.

EQUIPMENT

The Contractor shall be responsible for all costs or charges incurred in the operation and maintenance of the equipment during the term of the contract including, but not limited to; fuel, oil, equipment repairs, etc.

The Contractor shall be responsible for the equipment provided in this contract at all times and at all locations during the term of the contract. The Contractor shall have no claim against the Department of Transportation for any expense involving damage or loss to the Contractors equipment (including vandalism, theft, fire and acts of God, etc.) arising out of, or related to, work performed under this agreement.

ROBESON SECONDARY 6B.207814.1								
<u>SR- 2258</u>	<u>SR- 2455</u>	<u>SR- 1003</u>	<u>SR- 2121</u>	<u>SR-2435</u>	<u>SR- 1527</u>	<u>SR- 1323</u>	<u>SR- 1004</u>	<u>SR- 1529</u>
260	104	130	66	134	207	413	46	299
265	133	441	68	136	210	414	50	300
270	123	180	71	140	211			
C-261	121	225						
C-267								
<u>SR- 1303</u>	<u>SR- 2262</u>	<u>SR- 1776</u>	<u>SR- 1718</u>	<u>SR-1726</u>	<u>SR- 1006</u>	<u>SR- 1758</u>	<u>SR- 2422</u>	<u>SR- 1155</u>
223	116	217	169	162	154	152	131	96
447	117							
<u>SR- 1393</u>	<u>SR- 2430</u>	<u>SR- 2203</u>	<u>SR- 2202</u>	<u>SR-2204</u>	<u>SR- 1515</u>	<u>SR- 1550</u>	<u>SR- 1554</u>	<u>SR- 1924</u>
153	124	443	103	73	369	200	202	59
<u>SR- 1743</u>	<u>SR- 1731</u>	<u>SR- 1780</u>	<u>SR- 1723</u>	<u>SR-1339</u>	<u>SR- 1207</u>	<u>SR- 1589</u>	<u>SR- 1393</u>	<u>SR- 1352</u>
11	302	314	167	197	13	442	153	221
<u>SR- 1312</u>	<u>SR- 2289</u>	<u>SR- 1955</u>	<u>SR- 1005</u>	<u>SR-1907</u>				
205	420	26	275	23				

Maps are available at

http://www.ncdot.org/doh/operations/dp_chief_eng/maintenance/bridge/

HARNETT SECONDARY 6B.204314.3								
<u>SR 1415</u>	<u>SR 1441</u>	<u>SR 1403</u>	<u>SR 1516</u>	<u>SR 2002</u>	<u>SR 2005</u>	<u>SR 1006</u>	<u>SR 1532</u>	<u>SR 1703</u>
1	2	C-5	7	11	13	C-14	15	17
151	3	C-92	P-9					P-123
		96	10					
		P-97						
<u>SR 1265</u>	<u>SR 1271</u>	<u>SR 1229</u>	<u>SR 1214</u>	<u>SR 1811</u>	<u>SR 1213</u>	<u>SR 1215</u>	<u>SR 1279</u>	<u>SR 1222</u>
C-26	27	33	34	37	40	41	P-43	44
P-31								
<u>SR 1211</u>	<u>SR 1209</u>	<u>SR 1217</u>	<u>SR 1130</u>	<u>SR 1002</u>	<u>SR 1120</u>	<u>SR 1108</u>	<u>SR 1793</u>	<u>SR 2072</u>
47	48	50	54	57	P-58	63	66	P-69
			55	109	59			
					236			
					P-254			
<u>SR 2045</u>	<u>SR 2031</u>	<u>SR 2027</u>	<u>SR 1808</u>	<u>SR 1709</u>	<u>SR 2021</u>	<u>SR 2016</u>	<u>SR 1412</u>	<u>SR 1418</u>
72	75	78	80	81	82	83	C-85	86
74	76		C-251					P-198
<u>SR 1450</u>								
P-87								

Maps are available at

http://www.ncdot.org/doh/operations/dp_chief_eng/maintenance/bridge/

CUMBERLAND PRIMARY 6B.102614.0								
<u>I-95</u>	<u>NC 87</u>	<u>NC 24</u>	<u>US 401 BUS</u>	<u>NC 210</u>	<u>US 401</u>	<u>I-95 BUS.</u>	<u>NC 53</u>	<u>NC 59</u>
26	21	86	C-9	P-17	60	35	C-16	5
30	C-249	104	51	49	C-255	36	34	22
77	C-276	125	63	C-69	C-256	61	C-128	68
83	292	126	84	RR-76	289	85	C-251	RR-96
99	293	135	112	C-185	290	C-122	C-252	
103	297	136	123	C-250	C-291	129		
107	299	138	C-246			130		
108	300	139	H-222			142		
109	317	144				C-248		
111	318	C-238						
C-119	319	C-258						
C-121	320	301						
C-131	321	302						
133	322							
134	323							
C-148	324							
157	325							
158	H-273							
C-253								
<u>NC 242</u>	<u>US 401 BYP</u>	<u>NC 217</u>	<u>US 13</u>	<u>NC 24/87</u>	<u>US 301</u>	<u>NC 82</u>	<u>NC 24/87/210</u>	<u>NC 690</u>
25	53	20	13	23	8	19	116	193
46	C-54		37	C-38	143			
	C-55				145			
					C-247			

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CUMBERLAND SECONDARY 6B.202614.2								
<u>SR 1007</u>	<u>SR 1006</u>	<u>SR 2030</u>	<u>SR 1404</u>	<u>SR 1851</u>	<u>SR 1728</u>	<u>SR 1003</u>	<u>SR 1714</u>	<u>SR 1722</u>
4	27	42	70	48	81	102	93	P-87
6	219	43	218	171	C-82	C-101	P-240	P-88
199	224	44	228	172	117	120	328	P-95
235	52	45	C-287			194		
RR-230	219							
298	224							
226								
<u>SR 1600</u>	<u>SR 2243</u>	<u>SR 1839</u>	<u>SR 2008</u>	<u>SR 2216</u>	<u>SR 2228</u>	<u>SR 1834</u>	<u>SR 1826</u>	<u>SR 1850</u>
1	7	10	11	12	P-18	C-24	28	P-29
<u>SR 2337</u>	<u>SR 2022</u>	<u>SR 2028</u>	<u>SR 2041</u>	<u>SR 1002</u>	<u>SR 3569</u>	<u>SR 1823</u>	<u>SR 1710</u>	<u>SR 1707</u>
31	P-32	P-33	P-40	P-41	RR-50	56	P-64	P-66
<u>SR 1609</u>	<u>SR 1400</u>	<u>SR 2220</u>	<u>SR 1402</u>	<u>SR 1102</u>	<u>SR 1104</u>	<u>SR 1108</u>	<u>SR 1720</u>	<u>SR 1716</u>
P-65	71	72		75	78	79	P-89	91
P-67	73					80	P-94	
	227							
<u>SR 1717</u>	<u>SR 2341</u>	<u>SR 2212</u>	<u>SR 1115</u>	<u>SR 1141</u>	<u>SR 1804</u>	<u>SR 2012</u>	<u>SR 2233</u>	<u>SR 1437</u>
C-92	97	98	100	105	P-106	110	113	C-223
				170	159			225
<u>SR 1415</u>	<u>SR 1101</u>	<u>SR 1721</u>	<u>SR 2311</u>	<u>SR 1168</u>	<u>SR 1414</u>	<u>SR 3826</u>	<u>SR 1222</u>	<u>SR 2350</u>
229	P-236	P-237	C-239	P-244	C-245	C-257	C-261	272
C-260			C-241					
<u>SR 2283</u>	<u>SR 1933</u>	<u>SR 2234</u>	<u>SR 2215</u>	<u>SR 1705</u>	<u>SR 1725</u>	<u>SR 2000</u>	<u>SR 1831</u>	<u>SR 1835</u>
294	303	114	118	124	127	132	137	140
					P-242			146
					C-243			
<u>SR 1819</u>	<u>SR 1832</u>	<u>SR 1844</u>	<u>SR 1843</u>	<u>SR 1828</u>	<u>SR 1005</u>	<u>SR 1815</u>	<u>SR 1813</u>	<u>SR 1806</u>
141	147	P-149	150	152	153	154	155	156
<u>SR 2239</u>	<u>SR 2037</u>	<u>SR 2244</u>	<u>SR 1451</u>	<u>SR 1131</u>	<u>SR 1127</u>	<u>SR 1137</u>	<u>SR 1730</u>	<u>SR 1838</u>
P-165	P-166	P-174	182	183	188	189	190	C-196
		P-187						212
<u>SR 1736</u>	<u>SR 1735</u>	<u>SR 2299</u>	<u>SR 2311</u>					
213	214	220	R-216					
		221						

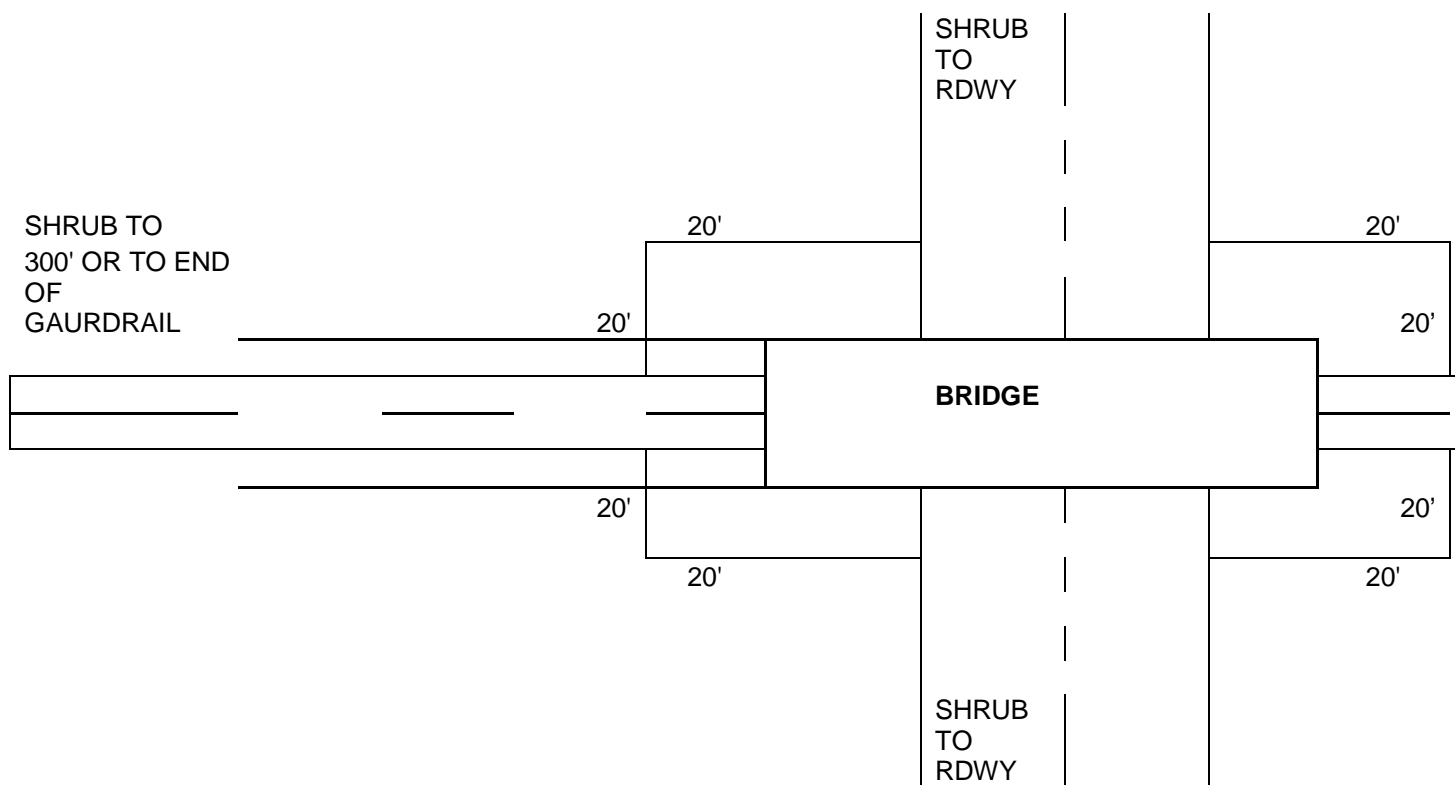
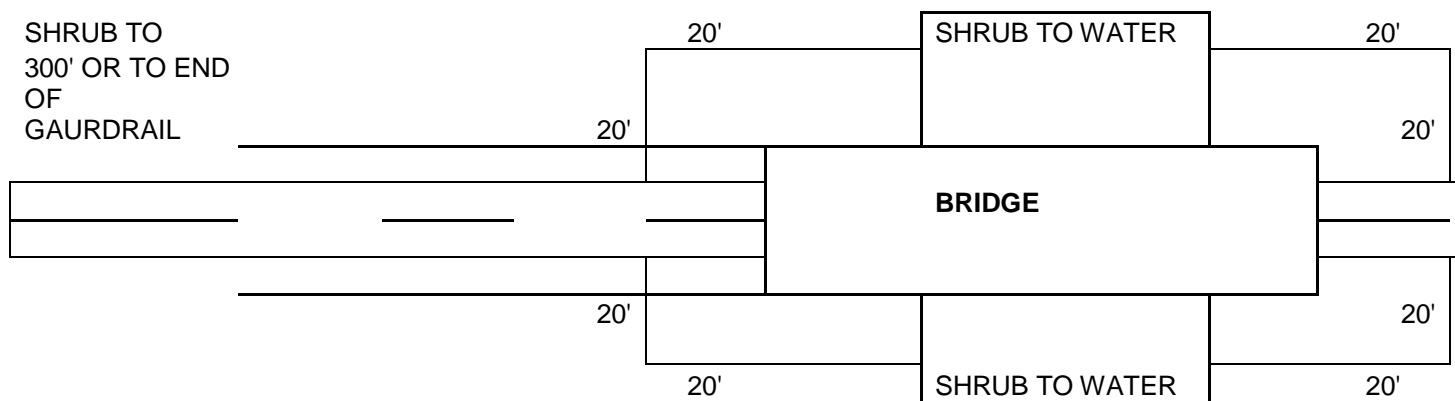
Maps are available at

http://www.ncdot.org/doh/operations/dp_chief_eng/maintenance/bridge/

NCDOT INSPECTORS

Inspectors will assist in locating and measuring quantities daily. The contractor will work with the inspector in mapping out routes weekly to advise County Bridge Maintenance Supervisors of approximate work locations

TYPICAL



NOT
TO
SCALE

STANDARD SPECIAL PROVISION

ERRATA

(1-17-12) (Rev. 9-18-12)

Z-4

Revise the *2012 Standard Specifications* as follows:

Division 2

Page 2-7, line 31, Article 215-2 Construction Methods, replace “Article 107-26” with “Article 107-25”.

Page 2-17, Article 226-3, Measurement and Payment, line 2, delete “pipe culverts,”.

Page 2-20, Subarticle 230-4(B), Contractor Furnished Sources, change references as follows: **Line 1**, replace “(4) Buffer Zone” with “(c) Buffer Zone”; **Line 12**, replace “(5) Evaluation for Potential Wetlands and Endangered Species” with “(d) Evaluation for Potential Wetlands and Endangered Species”; and **Line 33**, replace “(6) Approval” with “(4) Approval”.

Division 4

Page 4-77, line 27, Subarticle 452-3(C) Concrete Coping, replace “sheet pile” with “reinforcement”.

Division 6

Page 6-7, line 31, Article 609-3 Field Verification of Mixture and Job Mix Formula Adjustments, replace “30” with “45”.

Page 6-10, line 42, Subarticle 609-6(C)(2), replace “Subarticle 609-6(E)” with “Subarticle 609-6(D)”.

Page 6-11, Table 609-1 Control Limits, replace “Max. Spec. Limit” for the Target Source of $P_{0.075}/P_{be}$ Ratio with “1.0”.

Page 6-40, Article 650-2 Materials, replace “Subarticle 1012-1(F)” with “Subarticle 1012-1(E)”

Division 10

Page 10-74, Table 1056-1 Geotextile Requirements, replace “50%” for the UV Stability (Retained Strength) of Type 5 geotextiles with “70%”.

Division 12

Page 12-7, Table 1205-3, add “FOR THERMOPLASTIC” to the end of the title.

Page 12-8, Subarticle 1205-5(B), line 13, replace “Table 1205-2” with “Table 1205-4”.

Page 12-8, Table 1205-4 and 1205-5, replace “THERMOPLASTIC” in the title of these tables with “POLYUREA”.

Page 12-9, Subarticle 1205-6(B), line 21, replace “Table 1205-4” with “Table 1205-6”.

Page 12-11, Subarticle 1205-8(C), line 25, replace “Table 1205-5” with “Table 1205-7”.

Division 15

Page 15-6, Subarticle 1510-3(B), after line 21, replace the allowable leakage formula with the following: $W = LD\sqrt{P} \div 148,000$

Page 15-6, Subarticle 1510-3(B), line 32, delete “may be performed concurrently or” and replace with “shall be performed”.

Page 15-17, Subarticle 1540-3(E), line 27, delete “Type 1”.

Division 17

Page 17-26, line 42, Subarticle 1731-3(D) Termination and Splicing within Interconnect Center, delete this subarticle.

Revise the *2012 Roadway Standard Drawings* as follows:

1633.01 Sheet 1 of 1, English Standard Drawing for Matting Installation, replace “1633.01” with “1631.01”.

PLANT AND PEST QUARANTINES

(Imported Fire Ant, Gypsy Moth, Witchweed, And Other Noxious Weeds)

(3-18-03)

Within quarantined area

This project may be within a county regulated for plant and/or pests. If the project or any part of the Contractor's operations is located within a quarantined area, thoroughly clean all equipment prior to moving out of the quarantined area. Comply with federal/state regulations by obtaining a certificate or limited permit for any regulated article moving from the quarantined area.

Originating in a quarantined county

Obtain a certificate or limited permit issued by the N.C. Department of Agriculture/United States Department of Agriculture. Have the certificate or limited permit accompany the article when it arrives at the project site.

Contact

Contact the N.C. Department of Agriculture/United States Department of Agriculture at 1-800-206-9333, 919-733-6932, or <http://www.ncagr.com/plantind/> to determine those specific project sites located in the quarantined area or for any regulated article used on this project originating in a quarantined county.

Regulated Articles Include

1. Soil, sand, gravel, compost, peat, humus, muck, and decomposed manure, separately or with other articles. This includes movement of articles listed above that may be associated with cut/waste, ditch pulling, and shoulder cutting.
2. Plants with roots including grass sod.
3. Plant crowns and roots.
4. Bulbs, corms, rhizomes, and tubers of ornamental plants.
5. Hay, straw, fodder, and plant litter of any kind.
6. Clearing and grubbing debris.
7. Used agricultural cultivating and harvesting equipment.
8. Used earth-moving equipment.
9. Any other products, articles, or means of conveyance, of any character, if determined by an inspector to present a hazard of spreading imported fire ant, gypsy moth, witchweed or other noxious weeds.

MINIMUM WAGES

(7-21-09)

FEDERAL: The Fair Labor Standards Act provides that with certain exceptions every employer shall pay wages at the rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

STATE: The North Carolina Minimum Wage Act provides that every employer shall pay to each of his employees, wages at a rate of not less than SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all skilled labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all intermediate labor employed on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

The minimum wage paid to all unskilled labor on this contract shall be SEVEN DOLLARS AND TWENTY FIVE CENTS (\$7.25) per hour.

This determination of the intent of the application of this act to the contract on this project is the responsibility of the Contractor.

The Contractor shall have no claim against the Department of Transportation for any changes in the minimum wage laws, Federal or State. It is the responsibility of the Contractor to keep fully informed of all Federal and State Laws affecting his contract.

**SUBSTITUTE FORM W-9
VENDOR REGISTRATION FORM NORTH CAROLINA DEPARTMENT OF TRANSPORTATION**

Pursuant to Internal Revenue Service (IRS) Regulations, vendors must furnish their Taxpayer Identification Number (TIN) to the State. If this number is not provided, you may be subject to a 20% withholding on each payment. To avoid this 20% withholding and to insure that accurate tax information is reported to the Internal Revenue Service and the State, please use this form to provide the requested information exactly as it appears on file with the IRS.

INDIVIDUAL AND SOLE PROPRIETOR: ENTER NAME AS SHOWN ON SOCIAL SECURITY CARD
CORPORATION OR PARTNERSHIP : ENTER YOUR LEGAL BUSINESS NAME

NAME: _____
MAILING ADDRESS: STREET/PO BOX: _____
CITY, STATE, ZIP: _____
DBA / TRADE NAME (IF APPLICABLE): _____

BUSINESS DESIGNATION: ☐ INDIVIDUAL (use Social Security No.) ☐ SOLE PROPRIETOR (use SS No. or Fed ID No.)
☐ CORPORATION (use Federal ID No.) ☐ PARTNERSHIP (use Federal ID No.)
☐ ESTATE/TRUST (use Federal ID no.) ☐ STATE OR LOCAL GOVT. (use Federal ID No.)
☐ OTHER / SPECIFY _____

SOCIAL SECURITY NO. _____ - _____ - _____ (Social Security #)
OR
FED. EMPLOYER IDENTIFICATION NO. _____ - _____ - _____ (Employer Identification #)

COMPLETE THIS SECTION IF PAYMENTS ARE MADE TO AN ADDRESS OTHER THAN THE ONE LISTED ABOVE:

REMIT TO ADDRESS: STREET / PO BOX: _____
CITY, STATE, ZIP: _____

Participation in this section is voluntary. You are not required to complete this section to become a registered vendor. The information below will in no way affect the vendor registration process and its sole purpose is to collect statistical data on those vendors doing business with NCDOT. If you choose to participate, circle the answer that best fits your firm's group definition.

What is your firm's ethnicity? (☐ Prefer Not To Answer, ☐ African American, ☐ Native American, ☐ Caucasian American, ☐ Asian American,
☐ Hispanic American, ☐ Asian-Indian American, ☐ Other: _____)
What is your firm's gender? (☐ Prefer Not to Answer, ☐ Male, ☐ Female) Disabled-Owned Business? (☐ Prefer Not to Answer, ☐ Yes, ☐ No)

IRS Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. For complete certification instructions please see IRS FORM W-9 at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

NAME (Print or Type) _____

TITLE (Print or Type) _____

SIGNATURE _____

DATE _____

PHONE NUMBER _____

To avoid payment delays, completed forms should be returned promptly to NC
Department of Transportation Fiscal /Commercial Accounts 1514 Mail Service Center Raleigh, North Carolina
27699-1514 PHONE (919) 733-3624 FAX (919) 715-370

AWARD LIMITS ON MULTIPLE PROJECTS

It is the desire of the Proposer to be awarded contracts, the value of which will not exceed a total of \$ _____, for those projects indicated below on which bids are being opened on the same date as shown in the Proposal Form. Individual projects shall be indicated by placing the project number and county in the appropriate place below. Projects not selected will not be subject to an award limit.

_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)
_____ (Project Number)	_____ (County)

*If a Proposer desires to limit the total amount of work awarded to him in this letting, he shall state such limit in the space provided above in the second line of this form.

It is agreed that in the event that I am (we are) the successful bidder on indicated projects, the total value of which is more than the above stipulated award limits, the Board of Transportation will award me (us) projects from among those indicated which have a total value not exceeding the award limit and which will result in the best advantage to the Department of Transportation.

**Signature of Authorized Person

**Only those persons authorized to sign bids under the provisions of Article 102-8, Item 7, shall be authorized to sign this form.

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION**

CORPORATION

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full name of Corporation

Address as Prequalified

Attest _____
Secretary/Assistant Secretary
Select appropriate title

By _____
President/Vice President/Assistant Vice President
Select appropriate title

Print or type Signer's name

Print or type Signer's name

CORPORATE SEAL

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

NOTARY SEAL

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION**

PARTNERSHIP

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Partnership		

Address as Prequalified		
_____	By	_____
Signature of Witness		Signature of Partner
_____		_____
Print or type Signer's name		Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION**

LIMITED LIABILITY COMPANY

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Full Name of Firm		
Address as Prequalified		
	Signature Manager	of
Signature of Witness		Individually
Print or type Signer's name		Print or type Signer's Name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the _____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION**

JOINT VENTURE (2) or (3)

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Instructions: **2 Joint Venturers** Fill in lines (1), (2) and (3) and execute. **3 Joint Venturers** Fill in lines (1), (2), (3) and (4) and execute. On Line (1), fill in the name of the Joint Venture Company. On Line (2), fill in the name of one of the joint venturers and execute below in the appropriate manner. On Line (3), print or type the name of the other joint venturer and execute below in the appropriate manner. On Line (4), fill in the name of the third joint venturer, if applicable and execute below in the appropriate manner.

(1)	<hr/>		<hr/>
	Name of Joint Venture		
(2)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		<hr/>
	Address as Prequalified		
	<hr/>		<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	And	
(3)	<hr/>		<hr/>
	Name of Contractor		
	<hr/>		<hr/>
	Address as Prequalified		
	<hr/>		<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name
	<i>If Corporation, affix Corporate Seal</i>	And	
(4)	<hr/>		<hr/>
	Name of Contractor (for 3 Joint Venture only)		
	<hr/>		<hr/>
	Address as Prequalified		
	<hr/>		<hr/>
	Signature of Witness or Attest	By	Signature of Contractor
	<hr/>		<hr/>
	Print or type Signer's name		Print or type Signer's name

If Corporation, affix Corporate Seal

NOTARY SEAL

Affidavit must be notarized for Line (2)

Subscribed and sworn to before me this
_____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (3)

Subscribed and sworn to before me this
_____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

NOTARY SEAL

Affidavit must be notarized for Line (4)

Subscribed and sworn to before me this
_____ day of _____ 20____

Signature of Notary Public
of _____ County
State of _____
My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION**

INDIVIDUAL DOING BUSINESS UNDER A FIRM NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years**, and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor

Individual name

Trading and doing business as

Full name of Firm

Address as Prequalified

Signature of Witness

Signature of Contractor, Individually

Print or type Signer's name

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

NOTARY SEAL

_____ day of _____ 20__.

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

**EXECUTION OF BID
NON-COLLUSION AFFIDAVIT, DEBARMENT CERTIFICATION AND GIFT BAN
CERTIFICATION**

INDIVIDUAL DOING BUSINESS IN HIS OWN NAME

The person executing the bid, on behalf of the Bidder, being duly sworn, solemnly swears (or affirms) that neither he, nor any official, agent or employee of the bidder has entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of free competitive bidding in connection with any bid or contract, **that the bidder has not been convicted of violating N.C.G.S. § 133-24 within the last three years,** and that the Bidder intends to do the work with its own bonafide employees or subcontractors and is not bidding for the benefit of another contractor.

In addition, execution of this bid in the proper manner also constitutes the Bidder's certification of status under penalty of perjury under the laws of the United States in accordance with the Debarment Certification attached, provided that the Debarment Certification also includes any required statements concerning exceptions that are applicable.

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

SIGNATURE OF CONTRACTOR

Name of Contractor _____

Print or type Individual name

Address as Prequalified

Signature of Contractor, Individually

Print or type Signer's Name

Signature of Witness

Print or type Signer's name

AFFIDAVIT MUST BE NOTARIZED

Subscribed and sworn to before me this the

_____ day of _____ 20__.

NOTARY SEAL

Signature of Notary Public

of _____ County

State of _____

My Commission Expires: _____

DEBARMENT CERTIFICATION

Conditions for certification:

1. The prequalified bidder shall provide immediate written notice to the Department if at any time the bidder learns that his certification was erroneous when he submitted his debarment certification or explanation filed with the Department, or has become erroneous because of changed circumstances.
2. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this provision, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. A copy of the Federal Rules requiring this certification and detailing the definitions and coverages may be obtained from the Contract Officer of the Department.
3. The prequalified bidder agrees by submitting this form, that he will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in NCDOT contracts, unless authorized by the Department.
4. For Federal Aid projects, the prequalified bidder further agrees that by submitting this form he will include the Federal-Aid Provision titled *Required Contract Provisions Federal-Aid Construction Contract (Form FHWA PR 1273)* provided by the Department, without subsequent modification, in all lower tier covered transactions.
5. The prequalified bidder may rely upon a certification of a participant in a lower tier covered transaction that he is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless he knows that the certification is erroneous. The bidder may decide the method and frequency by which he will determine the eligibility of his subcontractors.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this provision. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
7. Except as authorized in paragraph 6 herein, the Department may terminate any contract if the bidder knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available by the Federal Government.

DEBARMENT CERTIFICATION

The prequalified bidder certifies to the best of his knowledge and belief, that he and his principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- e. Will submit a revised Debarment Certification immediately if his status changes and will show in his bid proposal an explanation for the change in status.

If the prequalified bidder cannot certify that he is not debarred, he shall provide an explanation with this submittal. An explanation will not necessarily result in denial of participation in a contract.

Failure to submit a non-collusion affidavit and debarment certification will result in the prequalified bidder's bid being considered non-responsive.

☐

Check here if an explanation is attached to this certification.

North Carolina Department of Transportation

DIVISION CONTRACT BID FORM

WORK ORDER NUMBERS:

6B.107814.1, 6B.207814.1, 6B.104314.1, 6B.204314.3, 6B.102614.0, 6B.202614.2

Shrubbing Bridges, Culverts and Pipes

Robeson, Harnett, and Cumberland County

ITEM	SECT	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT BID
1		Shrubbing Robeson Primary 6B.107814.1	64	EA.		
2		Landscape Shrubbing Robeson Primary 6B.107814.1	4	Acre		
3		Shrubbing Robeson Secondary 6B.207814.1	62	EA.		
4		Landscape Shrubbing Robeson Secondary 6B.207814.1	2	Acre		
5		Shrubbing Harnett Primary 6B.104314.1	42	EA.		
6		Landscape Shrubbing Harnett Primary 6B.104314.1	4	Acre		
7		Shrubbing Harnett Secondary 6B.204314.3	55	EA.		
8		Landscape Shrubbing Harnett Secondary 6B.204314.3	2	Acre		
9		Shrubbing Cumberland Primary 6B.102614.0	105	EA.		
10		Landscape Shrubbing Cumberland Primary 6B.102614.0	4	Acre		
11		Shrubbing Cumberland Secondary 6B.202614.2	128	EA.		
12		Landscape Shrubbing Cumberland Secondary 6B.202614.2	2	Acre		

TOTAL BID FOR PROJECT: _____

CONTRACTOR _____

ADDRESS _____

Federal Identification Number _____ Contractors License Number _____

Authorized Agent _____ Title _____

Signature _____ Date _____

Witness _____ Title _____

Signature _____ Date _____

THIS SECTION TO BE COMPLETED BY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

This bid has been reviewed in accordance with Article 103-1 of the Standard Specifications for Roads and Structures 2012.

Reviewed by _____ (date) _____

Accepted by NCDOT _____ (date) _____

Division Engineer